

REQUEST FOR QUALIFICATION & PROPOSALS

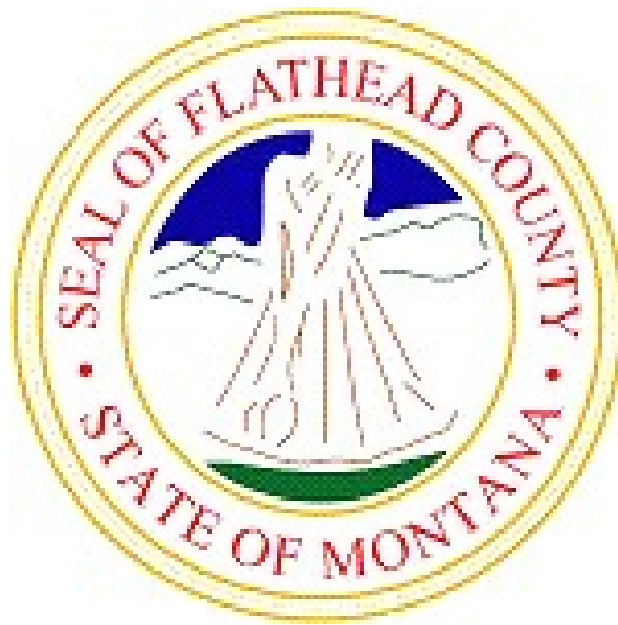
GENERAL CONTRACTOR |

CONSTRUCTION MANAGER SERVICES

FLATHEAD COUNTY

FACILITY RENOVATION AND EXPANSION PROJECT - 2020

Kalispell, Montana



Flathead County, Montana
800 South Main Street
Kalispell, MT 59901

October 29, 2020

I. PROJECT INTRODUCTION

Flathead County (“Owner”), is seeking a qualified General Contractor | Construction Manager (“GC|CM”) firm to undertake Pre-Construction Services, and potentially Construction Services, for the Facility Renovation and Expansion Project - 2020 (the “Projects”) in Kalispell, Montana.

Owner intends to enter into a GC|CM Contract for Pre-Construction Services. The GC|CM contract will include, but not be limited to: (i) Pre-Construction Services (generally described in Section III, below); (ii) a maximum Pre-Construction Services Fee; (iii) a GC|CM Fee and Fixed Costs for General Conditions Work; and (iv) provisions for Owner, at Owner’s sole discretion, to add Construction Services (generally described in Section IV, below) by acceptance of a Guaranteed Maximum Price (“GMP”) by contract amendment. The GMP amendment and GMP would include construction services through completion of the Project. Alternatively, Owner may, at its sole discretion, choose not to continue the GC|CM contract beyond the completion of Pre-Construction Services, and instead solicit bids from qualified contractors for Construction Services and the construction of the Project.

When selected, the GC|CM will function as part of a team composed of the Owner and/or Owner’s Representative(s), Architect(s), and others as determined by the Owner.

This Request for Qualification & Proposal (“RFQ-P”) shall not commit the Owner to enter into any agreement, to pay any expenses incurred in preparation of any response to this RFQ-P, or to procure or contract for any supplies, goods, or services. The Owner reserves the right to accept or reject any and all responses received as a result of this RFQ-P.

This RFQ-P is governed by the laws of the State of Montana. The venue for all legal proceedings arising out of or in connection with this RFQ-P shall be the Eleventh Judicial District Court, Flathead County, Montana.

By offering to perform services under this RFQ-P, all Proposers agree to be bound by the requirements imposed on the Owner by the Flathead County, and by applicable federal law and the laws of the State of Montana, including but not limited to: applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, etc.

II. PROJECT BACKGROUND AND DESCRIPTION

Introduction

Over the last decade, the Flathead County economy has continued to grow and develop along with increased population in all communities within Flathead County. This growth has placed additional demand on some County departments and has forced Flathead County to review department sizes and plan for future expansion of all departments. In February of 2020, Cushing Terrell was hired to help Flathead County plan for department expansion for current and future growth of Flathead County departments.

In July of 2020, Flathead County purchased the Old Century Link Building (now referred to as Courthouse North) on North Main Street in Kalispell for expansion and relocation of several County departments, including the DMV, Treasurer, Accounting, Elections, Superintendent of Schools, Family Court Services, and a limited number of IT personal. With this relocation, the County will be able to expand and relocate the Justice Court and District Courts once the Courthouse North is complete.

Project Location, Sites and Design Considerations:

Flathead County Courthouse North (Old Century Link Building) Project:

Current address is 290 North Main Street in Kalispell, Montana. The building is roughly 20,000 square feet with the north half of the building being a single level at grade on a crawl space and the south half of the building being a split-level with an upper and lower floor. Exterior walls are CMU construction with an exterior wood veneer wainscot. Wood framed roof with a single-ply membrane and wood stud interior walls. The project scope will focus primarily on a full remodel of the interior space, including a new main entrance facing west towards the parking lot, new exterior finishes, new roof membrane, and a complete replacement of the HVAC, electrical, and plumbing systems, including a new water service tap. There will also be some surface improvements to the existing alleyway and parking lot, including new parking lot lighting. This building will become the new facility for the DMV, Treasurer, Accounting, Elections, Superintendent of Schools, Family Court Services, and some IT staff, with additional room to expand into in the future.

Flathead County Courthouse West Project:

Address is 935 1st Ave West in Kalispell, Montana. This building was formerly known as the “Blue Building” and was completely remodeled in 2010. The facility is currently home to most of the departments listed above. With the relocation of the existing departments, Courthouse West will become the new home for Justice Courts. The building is a split-level entry with an upper and lower floor. The project will focus on a selective remodel of the interior spaces which will include two new courtrooms, staff support spaces, and a new inmate entrance off the northeast building corner. Engineering systems, exterior facade, and roof systems are intended to remain as-is with slight modification as needed to support the new design and layout.

Flathead County Justice Center Project:

Address is 920 South Main Street in Kalispell, Montana. This facility is a three-story cast-in-concrete structure, full basement with a brick exterior. The Detention Center, Sheriff's Office, Justice Courts, and District Courts occupy the building. The Justice Courts department currently occupies the northeast corner of the second floor and will be relocating to the Courthouse West Building as noted above. This area will be converted into an additional courtroom with staff support space for the expansion of District Court. This project will be a complete interior renovation of the area with the engineering systems only being modified as needed to support the new design and layout, however with the Detention Center and inmate spaces adjacent to the work area, security precautions and scheduling will be important factors to consider while planning and executing this work.

Flathead County South Campus Project:

Address is 40 11th Street West in Kalispell, Montana. This building was recently built in 2016 and has a very minimal scope. The Elections Office currently resides in the southwest corner of the second floor. With Elections moving to the new Courthouse North Building, this space will become offices for the County's IT staff. The only necessary modification to the space is the relocation of a single door and minor modification to the electrical systems.

For Architectural Design and Engineering, the Owner has selected:

Cushing Terrell
2 Main Street, Suite 205
Kalispell, MT 59901
(406) 257-8172
davidmitchell@cushingterrell.com

The Owner is ready to hire a General Contractor | Construction Manager as the next step to informing and collaborating in the design process. The Schematic Design phase has been completed and the team is currently working on the Design Development phase. The Schematic Design documents are Attachment C to this RFQ.

The following is the intended timeline for the GC|CM selection and projects.

GC|CM Selection:

GC CM RFQ-P Released	11:00 a.m. on October 29, 2020
Advertising Dates:	November 5 & 12, 2020
Site Walk-Through:	9:00 a.m. November 17, 2020
Last Date for Questions:	November 19, 2020
Addendum Released:	2:00 p.m. on November 23, 2020
Proposals Due:	8:30 a.m. (MDT) on December 1, 2020
Review and Selection:	Week of December 1, 2020
GC CM Award:	Commissioners Meeting on December 8, 2020

Design/Construction Schedules for Flathead County Renovation and Expansion Project - 2020:

OAC Team Kick-off: December 2020

Courthouse North Project:

Completion of DD Documents:	December 2020
Completion of CD Documents:	February 2021
Early Work Package (Demolition Package):	February / March 2021 (2 months)
GMP Established:	March 2021
Commence Construction:	April 2021
Construction Completion:	September 2021 (6 months)
Commissioning & Move-In:	October 2021

Courthouse West Project:

Completion of CD documents:	June 2021
GMP Established:	June / August 2021
Commence Construction:	October 2021
Construction Completion:	February 2022 (5 months)
Commissioning & Move-In:	March 2022

Justice Center Project:

Completion of CD documents:	August 2021
GMP Established:	November 2021 / January 2022
Commence Construction:	March 2022
Construction Completion:	May 2022 (3 months)
Commissioning & Move-In:	June 2022

South Campus Project:

Completion of CD documents:	June 2021
GMP Established:	June / July 2021
Commence Construction:	October 2021
Construction Completion:	November 2021 (2 months)
Commissioning & Move-In:	December 2021

III. SCOPE OF PRE-CONSTRUCTION SERVICES

All Pre-Construction services will be provided on a cost-reimbursement basis up to the stated maximums. The specific scope, terms, and cost of Pre-Construction services will be negotiated prior to signing the final GC|CM contract, based on the Proposer's input as well as the Owner's requirements. In general, Pre-Construction Services are anticipated to include the following:

1. General goals of Pre-Construction Services:
 - Serve as a partner to the design team and provide pre-construction guidance.
 - Develop and update schedules, estimates, and action-plans at scheduled milestones.
 - Guide decisions regarding phasing of the project to optimize quality, schedule, and budget.
 - Strategically approach the sub-contractor market with a focus on providing quality, schedule, and budget value to the Owner.
 - Provide information, estimates, and schemes regarding construction materials, methods, systems, phasing, sustainability, and costs, and participate in decisions regarding same.
 - Assist in determinations aimed at providing the highest quality building, using the most sustainable construction materials and practices, within the budget and schedule.
2. Pre-Construction Services for quality assurance:
 - Partner with design team to improve design through constructability reviews.
 - Provide design team with collaborative input on design decisions that impact construction quality.
 - Complete thorough visual and invasive investigations of existing conditions and strategically plan for challenges.
 - Complete reviews of adjacent occupied spaces and strategically plan for impacts.
 - Actively participate in value engineering throughout the design process.
3. Pre-construction Services for scheduling and coordination:
 - Provide design team with collaborative input on design decisions that impact construction schedule.
 - Help develop clear construction staging and impact maps, diagrams, schedules and plans, accounting for the challenges of working in a fully operational and functioning building.
 - Anticipate, investigate, and plan for challenges of working within an existing, functioning building.
 - Develop clear communication of impacts and schedules to stake holders and building occupants.
 - Provide guidance and strategy for developing Early Work Amendments (EWA).
 - Provide management expertise of procurement challenges.
 - Guide design team to make changes beneficial to smooth on-boarding of sub-contractors.
 - Work with the Owner and design team on phasing, scheduling, and other strategies to complete construction of this scale of project on or before the agreed upon date.
 - Provide input to the Owner and the design team regarding long-lead-time materials and equipment, impact on the construction schedule, and strategies for mitigating the impact.
 - Develop a preliminary construction schedule.
4. Pre-Construction Services for budgeting and estimating:
 - Provide design team with collaborative input on design decisions that impact construction budget.
 - Complete thorough and accurate line-item cost-estimating throughout the pre-construction phase of the contract.

- Provide input on current market climate and economic conditions.
- Help balance budget and schedule with needs of users.
- Evaluate budget and make suggestions for cost-saving changes or value enhancements.

5. Pre-Construction services for the bidding process:

- Develop detailed and well-organized bid packages in coordination with design team.
- Advertise, manage, and obtain bids per trade for Owner review.
 - o Self-performed work must be bid to other sub-contractors unless otherwise approved.
- Lead and manage bid package opening and tally results for review.
- Manage any bid-package amendments and communicate revisions to bidders.
- If necessary, and upon execution of any Early Work Amendment prior to a GMP agreement, undertake early material procurement, site preparation, abatement/remediation, demolition, and/or advanced construction work.
- Clearly define scope and bid packages to keep GC|CM allowances in the GMP to a minimum.

IV. SCOPE OF CONSTRUCTION SERVICES

It is anticipated that GMP(s) will be established during the final stages of the Construction Documents phase and prior to buy-out of/bidding on most or all the bid packages (not including any Early Work Amendments). The GMP(s) may be established after completion of the Construction Documents and subsequent to the bidding phase at the Owner's sole discretion, independently for each of the four projects.

The established GMP(s) will be the maximum amount paid for the construction of the respective facilities, unless scope changes are requested by the Owner. Owner's acceptance (if accepted) of the GMP(s) by contract amendment (a "GMP Amendment") will constitute completion of Pre-Construction Services for the applicable phase of the Project, and that GMP(s) Amendment will initiate the Construction period for the applicable phase of the Project where the GC|CM will take the role as General Contractor and Construction Manager.

At the time of execution of the GMP(s) Amendment, the GC|CM will be required to submit a 100% Performance and 100% Labor & Materials bond for the completion of the specified project. Failure of the GC|CM to obtain the applicable bonding will result in termination of the applicable GMP(s) Amendment.

The Owner shall not be obligated to enter into a GMP(s) Amendment with the GC|CM. The Owner retains the option to cancel the Construction Services; to start a new selection process for the Construction Services of the Project; to terminate the contract and negotiate a replacement contract with the next highest-rated-Proposer from this solicitation; and/or to issue the project for award to the lowest responsible bidder.

The State of Montana Wage Rates are incorporated in this RFQ-P and are provided for informational purposes only. The selected GC|CM will be required to comply (as a minimum allowable rate

schedule) with those rates adopted and effective at the time of signing the GMP(s) Amendment. All reporting, documentation, etc. shall remain as per the State of Montana's requirements. This project is subject to all State requirements as outlined in the Montana Code Annotated (MCA).

V. SELECTION PROCEDURE / STATEMENT OF QUALIFICATION _ PROPOSAL REQUIREMENTS

This RFQ-P is issued as a single selection process. Under this RFQ-P, the selection procedure is intended to evaluate the capabilities of interested GC|CM firms to provide services to the Owner for this Project. Proposers must comply with the mandatory requirements provided below and proposals that do not contain the required documentation may be deemed nonresponsive and may be rejected on that basis without further consideration or obligation of the Owner.

The Owner's selection committee will consist of members of the Flathead County Commissioners Office and Administration Staff from Flathead County. The selection committee will provide a rating of each of the firms based on the overall merit of the written proposals in accordance with the criteria listed below. Interviews are at the discretion of Flathead County Staff. If required, the GC|CM award will be extended to meet the requirements of the interview process. The GC|CM will be selected by the full committee based on the overall merit of its proposal, information contained in RFQ-P responses, references, and information obtained from any other reliable source.

Non-prerequisite criteria will be rated on a scale of 0 through 5 (5 being highest rating) by the selection committee and weighted in accordance with the importance of each item. Ratings will be determined by consensus scoring of the selection committee.

Category	Rating:	Weight:	Total Possible Score:
A. Signature of Officer or Principal	----	----	Prerequisite
B. Valid Montana Contractor Registration	----	----	Prerequisite
C. Firm Information, Experience, and Workload	0-5	5	25
D. Project Team	0-5	10	50
E. Project Management and Approach	0-5	10	50
F. GC CM Specific Information	0-5	5	25
G. Proposed Fees and Costs	0-5	5	25
H. Business Entities Other Than Corporations	-----	----	0
TOTAL:			175

NOTE: If submitting as an entity other than an incorporated firm (e.g. partnership or joint venture) or other arrangement (e.g. a contractual teaming relationship), provide ALL the below information for the individual members of the entity or arrangement AND for the entity or arrangement.

A. Proposal signed by an officer or principal of the firm. (Prerequisite) The signature requirement for the RFQ-P response may be satisfied by the signature of a corporate officer or principal of the responding firm on a cover letter submitted WITH the RFQ-P response.

B. Provide evidence of Valid Montana Contractor Registration (Prerequisite)

C. Firm information, experience and workload

1. Describe your firm's history. Include information identifying the firm's annual volume of business and firm's stability in the marketplace.
2. Describe your firm's experience with the GC|CM alternate delivery approach, phased renovation projects, and experience working directly with Flathead County.
3. Identify any special capabilities, technology and techniques your firm uses that may be appropriate to this project.
4. What characteristics make your firm stand out above the competitors?
5. Explain how your firm will provide adequate services on the project without overloading staff.
6. What is your firm's approach to dealing with the current manpower shortage?

D. The Project Team

1. Provide the names of the individuals that will be assigned. At a minimum, include firm principal, project management, superintendent(s), estimator(s), and project engineer(s).
2. For each team member:
 - a. Describe his/her responsibility on each Project and their primary office location.
 - b. Describe his/her experience and how it is relevant to this Project. **For the Project Manager and Superintendent, identify projects with:**
 - i. **Working in a multi-faceted and multi-phase renovation project.**
 - ii. **Restricted site staging and difficult materials-handling situations; and,**
 - iii. **Intense schedule management.**
 - c. Identify their length of employment with your firm and, if less than three years, prior firm(s).
 - d. Provide references with contact information for each team member's last three projects in a similar role.
3. Indicate on the project schedule by percentage or by estimated hours, the time commitment for each team member to be assigned on each Project during the Pre-Construction and Construction phases
 - a. Pre-Construction/Design/Estimating
 - b. Construction & Contract Administration

Please note: A key personnel clause will be included in the GC|CM contract. This clause will require the project team for the selected GC|CM firm identified in this proposal to be fully and completely engaged to the extent stipulated throughout the duration of this project, except for catastrophic events (e.g. termination of employment, illness, accident, death).

E. Project Management and Approach

1. For Pre-Construction Services for the Flathead County Facility Renovation and Expansion Project - 2020, describe your firm's ability and approach to the following:
 - a. Integration and collaboration with the design team and Owner;
 - b. Innovative approaches to provide maximum value;
 - c. Managing estimates during design phases; and
 - d. Assisting the designers with:
 - i. Quality of the project documents;
 - ii. Constructability; and
 - iii. Alternative methods and products.
2. For Construction Services for the Flathead County Facility Renovation and Expansion Project - 2020, describe your firm's ability to provide the following:
 - a. Approach to safety and ability to safely build on a site, particularly with limited staging and limited access;
 - b. Approach to proactive communication with the design and owners' team;
 - c. Ability to build/maintain good relations with the local subcontracting and supplier community;
 - d. Ways to achieve maximum response and value from the local subcontracting community;
 - e. Approach to managing self-performed work with the local subcontracting community to construct on time and within budget;
 - f. Approach to quality control and quality assurance;
 - g. Approach to planning and scheduling the construction work;
 - h. Ability to track actual progress against the schedule and billing during construction; and
 - i. The specific software (Bluebeam, Procore, etc.) utilized by your firm for document and project management.

F. General Contractor | Construction Manager Firm Information

1. Demonstrate successful experience and capacity to act as a GC|CM on an expansion and renovation projects with a construction value of at least \$5 million.
2. Describe your firm's GC|CM approach specific to Pre-Construction services, project estimates, project schedules, bid packages, and balancing value and budget to make cost-saving changes or value enhancements.
3. List other projects, both private and public, that will be concurrent with the schedule stated in this RFQ for this project.
4. What three unique approaches and practices used by your firm differentiate the firm from competitors in the ability to provide excellent service.

G. Proposed Fees and Costs

1. Pre-Construction Services Fee: Provide your firm's Pre-Construction Services Fees based upon Section III, SCOPE OF PRE-CONSTRUCTION SERVICES, above, as separate, maximum, not-to-exceed amounts.
2. Provide hourly rates and total hours for personnel assigned and other/travel expenses for each. Cost of this work is to be paid on a cost-reimbursement basis up to the stated maximums. These fees are for the services described in Section III and other services you describe in your proposal. Zero-dollar or token Pre-Construction Services Fees on proposals are unacceptable. Firms are encouraged to provide realistic fees for the level of services described in this RFQ-P, as the evaluation will include comparison of the fees to the level of effort of Pre-Construction Services expected by the Owner.
3. The Owner is PROVIDING an Estimated Cost of the Work ("ECOW") below, by construction project. This ECOW is based on the Conceptual Design work previously completed. The ECOW includes basic construction cost, escalation for each phase of work (based on ENR index), IT, AV, and low voltage system. The ECOW, does NOT include, Pre-Construction Services fees, General Conditions, Construction Management fees (Contractor Overhead & Profit), Bonds and Insurance, Building Permit & Plan Review fee, Construction Testing, Building Commissioning, Furnishings, and Owners Contingency:
 - a. Courthouse North - \$2,267,00;
 - b. Courthouse West - \$1,004,000;
 - c. Justice Center - \$398,000; and,
 - d. South Campus - \$33,334.
4. Using the Owner's maximum project budgets provided in G.3 above, provide the following:
 - a. Your firm's estimated General Conditions Costs for the Courthouse North Project only***:
 - i. Complete Attachment D, Guaranteed Maximum Cost for Reimbursable Expenses for General Conditions ("GMCR") Worksheet to indicate your firm's proposed maximum costs covering general conditions based on the ECOW indicated.
 - ii. Please fill in all lines with dollar estimates. It is the Owner's intention to use these estimates as a basis for negotiating a contractual, maximum fixed costs for General Conditions upon final establishment of the construction durations and total project scope.
 - iii. GMCRs shall be based upon the construction schedules proposed in Section II above.
 - iv. GMCRs will be rated on completeness, format, items that are "in the fee" vs. delineated cost, etc.
 - b. GC|CM, Construction Management Fee (profit and overhead): Provide your firm's GC|CM Fees as a percentage of the ECOW.

****Note: The selection team cannot negotiate any of the fees listed here or on the GMCRs as part of the selection process. What is submitted in the proposal on this RFQ-P response will be what is rated. The parameters above are an attempt to create an equal basis for an evaluation of each firm's GMCRs. Please take the time to ensure the GMCRs are an accurate representation of the costs for the project. If some personnel are identified as being "in the GC|CM fee", the Owner will examine and rate that accordingly. See attachment C, GC|CM Cost Matrix for outline of cost.*

5. Method of Adjustment: The proposal shall include the method of adjustment for Owner-directed changes in the work expressed as a percentage of the cost of the work to be added (e.g. mark-up for overhead and profit for all projects).
6. Sub-Contractor Mark-up: The proposal shall include limits on sub-contractor overhead and profit ("OH&P") for increase of its portion of the Work for owner-directed changes expressed as a percentage of the Cost of the Work to be added for all projects.
7. The Proposer may take the opportunity to provide comment on whether or not the Owner's Construction budget is realistic for the information provided in F.2 and explanation as to why/why not. If the Owner's budget is not adequate for the Schematic Design documents, provide information as to how your firm will assist in reconciling scope and budget.

H. Business Entities Other than Corporations

1. If submitting as a Partnerships/Joint-Venture, please contact the Owner / Architect for additional information and specific Requirements.

VI. SELECTION OF SUBCONTRACTORS AND SUPPLIERS

Selection of subcontractors and suppliers shall be performed in the manner provided in the contract documents, after selection of the GC|CM and at the appropriate stage/phase of the design and construction process. Major subcontractors (e.g. mechanical, electrical) may be selected by the GC|CM on a prequalification/performance basis in conjunction with the Owner, Architect, and Engineers, as approved by the Owner. Pricing and contracts may be awarded to qualified subcontractors on a low-cost or best-value basis, with consideration for full coverage of the Project scope. It should be noted that major subcontractor input may be desired during the Pre-Construction phase of the project in order to achieve the best value for the Owner.

VII. SUBMITTAL OF INFORMATION

One (1) electronic version, in PDF format, on disk or USB and six (6) hard copies of the written response to this RFQ-P must be **received** at:

Flathead County Commissioners Office

800 South Main Street, Room 302
Kalispell, MT 59901

By December 1, 2020; 8:30 AM (MST)

Please mark outside of envelope with: RFQ-P Response – Facility Renovation Project
NO late, faxed, or emailed submittals will be accepted.

ALL QUESTIONS AND COMMENTS REGARDING THIS RFQ-P MUST BE SUBMITTED by E-MAIL, NO LATER THAN, November 19, 2020, TO (Single Point of Contact, SPOC):

Whitney Aschenwald, Flathead County Commissioners Office
(406) 758-2467
waschenwald@flathead.mt.gov

VIII. INSTRUCTIONS TO PROPOSERS

Proposals must:

1. Follow the format outlined in the Selection Procedure, above.
2. Be signed by an officer or principal of your firm.
3. Be contained in a document not to exceed 40 sheets total (single or double-sided pages) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the review of the firm's qualifications*(see exception below). A separate transmittal letter, cover page, cover sheets, and dividers are exempted from the page limit. Page size is limited to 8-1/2 x 11 inches, with basic text information no smaller than 12-point type.
4. An additional copy of responses may be provided electronically, this is a mandatory requirement of this RFQ-P.
5. Clear, concise, and space efficient proposals are appreciated.

**Exception: Preliminary project budget requested in Section V, F.2 and G.4, should be condensed/summarized by CSI division format and IS part of the 40-sheet limit. Proposed project schedules requested in Section V, F.3, must be condensed/summarized into CSI division format and be fully readable on a single sheet (both sides) no larger than 11x17 inches and is not considered part of the 40-sheet limit. Proposed schedules itemized into CSI sections and subsections is not desired as part of the RFQ-P.*

CLAIMS FOR TRADE SECRET AND/OR CONFIDENTIALITY:

Public agencies in Montana are required by Montana law to permit the public to examine documents that are kept or maintained by public agencies, other than those legitimately meeting the provisions of Montana's Uniform Trade Secrets Act, Mont. Code Ann. §§ 30-14-401, et seq., and the State is required to review claims of trade secret confidentiality.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Proposer shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

For a claim of confidentiality to be considered by a public agency, all trade secret confidentiality information must be segregated and be accompanied by the Trade Secret Confidentiality Affidavit available <http://vendorresources.mt.gov/VendorForms>. This affidavit must be fully completed and submitted to the State along with the RFQ-P, and the following conditions must be met:

- a) Confidential information (including any provided in electronic media) to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the qualifications or proposal;
- b) The qualification or proposal may not contain trade secret matter, or confidential information related to the cost or price; and,
- c) A full explanation of the validity of the trade secret claim must be attached to the affidavit.

IX. INTERVIEWS

Interviews at the discretion of the Flathead County Commissioners Office.

X. FORM OF AGREEMENT

The Owner will use a *GC|CM Contract Form, Pre-Construction Services, General & Supplemental Conditions*, which will form the basis for the final agreement ("GC|CM Contract"). A sample GC|CM contract and General Conditions is attached to this RFQ-P and may be subject to modification. The General Conditions, as may be modified by any Supplemental Conditions, shall apply to the work of all subcontractors and to the work of the GC|CM to the extent that they do not conflict with the GC|CM Contract.

The Owner reserves the right to negotiate all terms in the final contract, including but not limited to any terms or conditions of any Sample Contracts. Negotiated changes must be (1) within the general scope of work described herein, (2) unlikely to affect the field of competition under this RFQ-P, and (3) unlikely to substantially affect pricing of GC|CM Fees proposed in the evaluation process (in any event, proposed GC|CM Fees may not be adjusted after GC|CM selection).

It is the intention of the Owner to enter into a GC|CM Contract with the selected GC|CM. The initial scope of the GC|CM Contract will be limited to Pre-Construction Services only. However, the proposed GC|CM Fee and General Conditions Cost submitted in this proposal will be applied to any construction

services added to the contract by amendment. The Pre-Construction Services will include design constructability reviews, value engineering, estimating, cost estimate reconciliation with Architect/Engineer's estimates, schedule and sequencing planning, and subcontractor bidding as more fully described above.

It is the Owner's right to not proceed beyond each of the design phase reviews until budget reconciliation has been achieved between the Owner, Architect/Engineer, and the GC|CM. Execution of a GMP(s) amendment or termination of Pre-Construction Services will constitute completion of Pre-Construction activities. If Construction Services are added through acceptance of a GMP(s), an amendment to the GC/CM Contract will be executed. If the construction phase amendment is executed, a 100% Performance bond and a 100% Labor & Materials bond for the completion of the Project will be required.

If the Owner chooses not to continue the GC|CM Contract beyond the completion of Pre-Construction Services, the GC|CM's compensation shall be limited to the Pre-Construction Services maximum, not-to-exceed fee stated in the GC|CM Contract.

XI. GENERAL TERMS

This solicitation is being offered in accordance with state statutes governing procurement of professional services. Accordingly, the County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed as well as the right to reject any and all responses.

Firms contracting with Flathead County are minimally required to provide independent contractor's insurance with limits of \$1,000,000; business liability insurance with limits of \$1,000,000; professional liability insurance with limits of \$1,000,000; coverage with at least \$1,000,000 per accident and proof of workers' compensation coverage (or an independent contractor's exemption certificate).

In no event shall any official, officer, employee, or agent of Flathead County be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, not for any statement, representation, or warranty made therein or in any connection with the agreement.

While Flathead County intends to award a contract resulting from this RFQ-P, issuance of the RFQ-P in no way constitutes a commitment by the County to award and execute a contract. Upon a determination that such actions would be in its best interest, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ-P;
- Reject any or all proposals received in response to this RFQ-P;
- Determine at any time whether the submittal is unresponsive in any manner;
- Waive any informalities or irregularities in the response, and
- If awarded, terminate any contract if the County determines adequate funds are not available.

XII. ATTACHMENTS

The following exhibits are incorporated in this RFQ-P:

Exhibit A: Flathead County Renovation and Expansion Projects - 2020, Schematic Design Documents

Exhibit B: State of Montana Wage Rates, Current Rates for Building Construction 2019 (as provided in the RFQ document and available at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>)

Exhibit C: GC|CM Cost Matrix

Exhibit D: Guaranteed Maximum Cost for Reimbursable Expenses for General Conditions (GMCR) Worksheet

Exhibit E: Sample, General Conditions of the Contract for Construction

Exhibit F: Sample, Standard form of Agreement Between Owner and Construction Manager as Constructor

Flathead County is an Equal Opportunity Employer.



END OF RFQ-P